

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION

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ROBIN LECLAIR	:	Civil Action No. <u>5:09-cv-04081</u>
Plaintiff,	:	
vs.	:	
CARDWORKS SERVICING, LLC.,	:	
Defendant.	:	

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**COMPLAINT**

Robin LeClair, by her attorney Ray Johnson, for her claims against the Defendant states:

**I. INTRODUCTION**

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter "FDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

**II. JURISDICTION AND VENUE**

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), 28 U.S.C. § 1337. Venue in this District is proper in that the Defendant transacts business here and the conduct complained of occurred here.

**III. PARTIES**

3. Plaintiff Robin LeClair, is a natural person residing in Spencer, Iowa.
4. CardWorks Servicing, LLC, (hereinafter, CardWorks) does business in Iowa with its principle place of business located in Bethpage, New York.

#### IV. FACTUAL ALLEGATIONS

5. CardWorks is attempting to collect an alleged debt from LeClair that originated from a Merrick Bank account.
6. On May, 11, 2009, LeClair's attorney sent a letter to CardWorks informing it that LeClair was being represented by an attorney and that all further communication with LeClair was to cease immediately.
7. Despite LeClair's attorney's request for CardWorks to cease communication with LeClair, Cardworks contacted LeClair by letter dated May 27, 2009.

#### V. FIRST CLAIM FOR RELIEF

8. Defendant violated the FDCPA. Defendant's violations include, but are not Limited to, the following:
  - a. Defendant violated 15 U.S.C. § 1692c(a)(2) by contacting LeClair when it was known, or should have been known, that he was being represented by an attorney.
9. As a result of the above violations of the FDCPA, the Defendant is liable to the Plaintiff for actual damages, statutory damages, costs, and attorney's fees.

#### VI. SECOND CLAIM FOR RELIEF

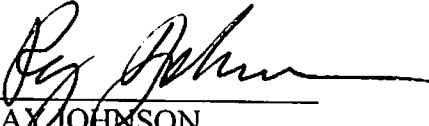
10. All facts and allegations of this Complaint are incorporated herein by reference.
11. Defendant violated Iowa's Debt Collection Practices Act. Defendant's violations include but are not limited to:
  - a. Defendant violated Iowa Code § 537.7103(1) (f) by threatening to take an action prohibited by this chapter or any other law.
  - b. Defendant violated Iowa Code § 537.7103(5)(e) by contacting LeClair when it was known, or should have been known, that he was being represented by an attorney.

12. As a result of the above violations of the Iowa Code, the Defendant is liable to the Plaintiff for statutory damages, actual damages, costs and attorney's fees.

**WHEREFORE**, Plaintiffs respectfully requests that judgment be entered against the Defendant for the following:

- A. Actual damages.
- B. Statutory damages.
- C. Costs and reasonable attorney's fees.
- D. For such other relief as the Court deems appropriate in the circumstances.

Respectfully submitted,

  
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